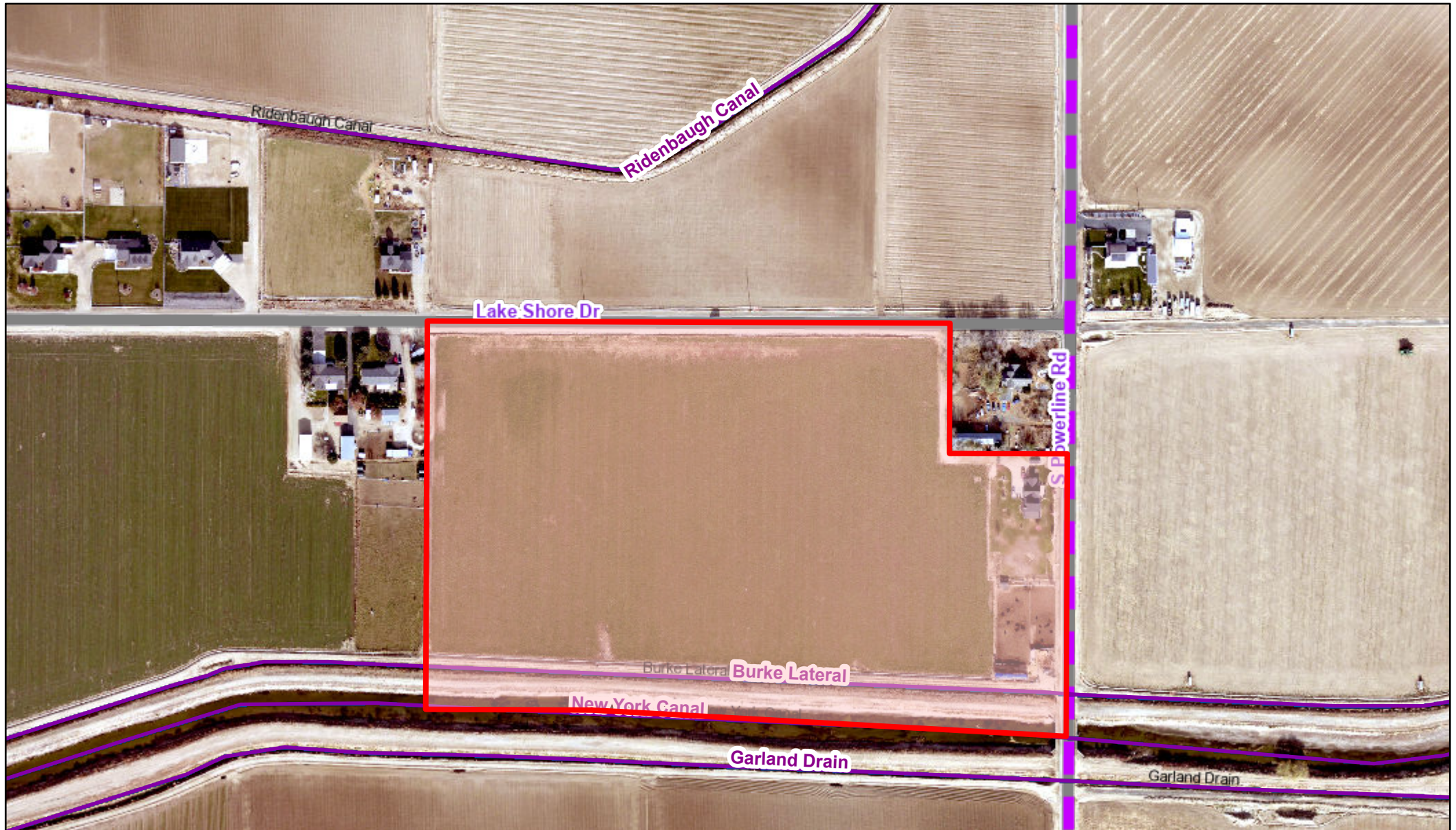


Canyon County, ID Web Map



6/22/2023, 11:52:47 AM



Multiple Parcel Search _Query result



Hydro_NHDFlowline



Hydro_NHDFlowline

CanyonCountyRoads

Roads

ITDFunctionalClassification

Major Collector

Canyon County Imagery_2019



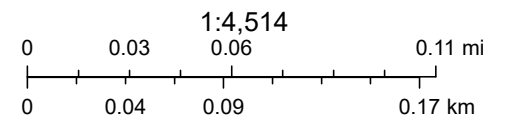
Red: Band_1



Green: Band_2



Blue: Band_3



Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GEO, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Canyon County, ID

Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GEO, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA | COMPASS | Nampa GIS | City of Nampa |

MASTER APPLICATION

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



PROPERTY OWNER	OWNER NAME: Costea Dembi
	MAILING ADDRESS: 8027 Lake Shore Drive, Nampa, Idaho 83686
	PHONE: [REDACTED] EMAIL: [REDACTED]
I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If owner(s) are a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign. Signature: <u>[Signature]</u> Date: _____	
(AGENT) ARCHITECT ENGINEER BUILDER	CONTACT NAME: Dan Lardie
	COMPANY NAME: Leavitt & Associates Engineers, Inc.
	MAILING ADDRESS: 1324 1st Street South, Nampa, Idaho 83651
	PHONE: 208-463-0333 EMAIL: dl@leavittengineers.com
SITE INFO	STREET ADDRESS: 8027 Lake Shore Drive, Nampa, Idaho 83686
	PARCEL #: R29570010 LOT SIZE/AREA: 23.3 acres
	LOT: BLOCK: SUBDIVISION:
	QUARTER: SECTION: 15 TOWNSHIP: 2N RANGE: 2W
	ZONING DISTRICT: AG FLOODZONE (YES/NO): NO
HEARING LEVEL APPS	<input type="checkbox"/> CONDITIONAL USE <input type="checkbox"/> COMP PLAN AMENDMENT <input type="checkbox"/> CONDITIONAL REZONE <input checked="" type="checkbox"/> ZONING AMENDMENT (REZONE) <input type="checkbox"/> DEV. AGREEMENT MODIFICATION <input type="checkbox"/> VARIANCE >33% <input type="checkbox"/> MINOR REPLAT <input type="checkbox"/> VACATION <input type="checkbox"/> APPEAL <input type="checkbox"/> SHORT PLAT SUBDIVISION <input checked="" type="checkbox"/> PRELIMINARY PLAT SUBDIVISION <input type="checkbox"/> FINAL PLAT SUBDIVISION
	DIRECTORS DECISION APPS <input type="checkbox"/> ADMINISTRATIVE LAND DIVISION <input type="checkbox"/> EASEMENT REDUCTION <input type="checkbox"/> SIGN PERMIT <input type="checkbox"/> PROPERTY BOUNDARY ADJUSTMENT <input type="checkbox"/> HOME BUSINESS <input type="checkbox"/> VARIANCE 33% > <input type="checkbox"/> PRIVATE ROAD NAME <input type="checkbox"/> TEMPORARY USE <input type="checkbox"/> DAY CARE <input type="checkbox"/> OTHER _____

CASE NUMBER: CR2021-0006 / 502011-5532	DATE RECEIVED:
RECEIVED BY: E. ALLEN / O. LISTER	APPLICATION FEE: 1,235

CK MO CC CASH
1630 CK 354302
353543

Revised 1/3/21



Structural / Civil / Materials Handling / Planners / Surveyors

September 15, 2022

Canyon County Planning and Zoning Commission
111 North 11th Ave. #140
Caldwell, Idaho 83605

RE: Dembi Estates Subdivision, Rezone and Preliminary Plat, Material Change

Dear Planning and Zoning Commissioners,

We met with Planning and Zoning Staff to discuss a plan that may be more palatable to the County's desires and allowing the Dembi's to exercise their private property rights. The plan discussed is the plan before you.

We are requesting rezone and preliminary plat approval for Dembi Estates. Dembi Estates is currently a small agricultural parcel consisting of 23.3 acres with one existing residence zoned AG. We are requesting rezone to RR with 4 residential lots and a density of 0.34 lots/acre and an average lot size of 2.0 acres and preserving approximately 12.5 acres of the existing agricultural property.

Dembi Estates will be accessed from Lake Shore Drive with 1 upgraded private shared driveway. This project is estimated to generate approximately 30 new ADT (average daily trips). Each residential lot will be served by a private well and septic system. This property is within the Nitrate Priority area and a Nutrient Pathogen Study Level 1 has been commissioned and performed. This study has been submitted for approval by Department of Environmental Quality and Southwest District Health. This study does support the site density shown on the site plan with some nitrate reducing required for some of the lots. Pressurized irrigation will be supplied via an existing irrigation well and pump located at the southeast corner of the property. The existing concrete ditch will be tiled to continue to carry surface water to downstream users. We are requesting that the 35'x 80' home along S. Powerline Road remain.

Neighborhood meeting notices were mailed to neighbors within 600 feet of the property on August 15, 2022 and the meeting was conducted on site August 29, 2022. This correspondence and a meeting summary are attached. Approximately 14 people were in attendance representing 8 neighbors.

We respectfully request the approval of the rezone and preliminary plat for Dembi Estates Subdivision.

Kind Regards,

Dan Lardie

Engineering the World / Licensed in all 50 States

1324 1st Street So., Nampa, ID 83651
208.463.0333 Fax: 208.463.9040
leavittengineers.com



Structural / Civil / Materials Handling / Planners / Surveyors

August 29, 2022

Canyon County Planning and Zoning Commission
111 North 11th Ave. #140
Caldwell, Idaho 83605

RE: Dembi Estates Subdivision Neighborhood Meeting Summary

Dear Planning and Zoning Commissioners,

On August 29, at 5:30 PM a neighborhood meeting was conducted on site for the proposed Dembi Estates subdivision 5 people were in attendance representing 2 neighboring households.

These neighbors were in opposition. The summary below is an attempt to capture the highlights of the meeting.

1. This land is agricultural and viable farm ground.
Response: This parcel is 23 non-contiguous acres separated by physical barriers, residences on 2 sides and the New York canal on the south making it more difficult to farm than larger acreages. The owner does currently grow alfalfa hay for his livestock.
2. Not in agreement with the comprehensive plan.
Response: the property is in the comprehensive plan as agricultural zone however, with the development in the area and the individual sales of the existing residences for non-farm purposes has generated the interest in the area and set the table for the request of a comprehensive plan zone change. We are requesting a small cluster of 4 lots and preserving 12.5 acres of Agricultural.
3. The number of proposed septic systems and individual wells in the proximity.
Response: This site is subject to a Nutrient Pathogen (NP) Level 1 study for this density. The NP level 1 has been completed and is said to be able to support the number of septic systems. The NP level 1 has been submitted to the health district and Department of Environmental Quality for review and approval.
4. That the Dembi's were developing the land.
Response: It is apparent that this neighbor has had some disagreements with the Dembi's which have left some wounds that haven't yet healed. The construction will be completed by licensed contractors following the specifications outlined within the approved construction drawings, forthcoming.

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1324 1st Street So., Nampa, ID 83651
208.463.0333 Fax: 208.463.9040
leavittengineers.com

5. Ground water contamination with the development of individual wells and septic systems.
Response: Southwest District Health and Department of Environmental Quality regulate these items. A Nutrient Pathogen Level 1 Study has been completed and submitted for review and approval.
6. Storm water management policy.
Response: New roadway drainage will be conveyed and Storm water will be retained on each individual lot per county code and highway district code.
7. How is this request different than the last request?
Response: A small cluster of 4 lots averaging 2 acres and preservation of approximately 12.56 acres of agricultural land.

This summarizes the highlights of the neighborhood meeting.

Kind Regards,

A handwritten signature in black ink, appearing to be 'Dan Lardie', with a long horizontal flourish extending to the right.

Dan Lardie

NEIGHBORHOOD MEETING SIGN-UP

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



NEIGHBORHOOD MEETING SIGN UP SHEET

CANYON COUNTY ZONING ORDINANCE §07-01-15

Applicants shall conduct a neighborhood meeting for any proposed comprehensive plan amendment, zoning map amendment (rezone), subdivision, variance, conditional use, zoning ordinance map amendment, or other requests requiring a public hearing.

SITE INFORMATION

Site Address: 8027 LakeShore	Parcel Number:	
City: Nampa, Canyon County	State: ID	ZIP Code: 83687
Notices Mailed Date: February 3, 2021 ^{DL} Aug 15, 2022	Number of Acres: 23	Current Zoning: AG
Description of the Request: Comp. plan Rezone to R-1		

APPLICANT / REPRESENTATIVE INFORMATION

Contact Name: Dan Lardie		
Company Name: Leavitt & Associates Engineers, Inc		
Current address: 1324 1st Street South		
City: Nampa	State: ID	ZIP Code: 83651
Phone: 208-463-0333	Cell: 208-989-4275	Fax: 208-463-9040
Email: dl@leavittengineers.com		

MEETING INFORMATION

DATE OF MEETING: August 29, 2022	MEETING LOCATION: Driveway on site	
MEETING START TIME: 5pm 5:30pm ^{DL}	MEETING END TIME: 6:30 pm ^{DL}	
ATTENDEES:		
NAME (PLEASE PRINT)	SIGNATURE:	ADDRESS:
1. DAN LARDIE	<i>[Signature]</i>	1324 1st St South, Nampa, ID
2. RALPH WILLIAMS	<i>[Signature]</i>	7150 S Powerline
3. Channa Harness	<i>[Signature]</i>	9469 S Powerline Rd
4. Greg Harness	<i>[Signature]</i>	9467 S Powerline Rd
5. Paul Harness	<i>[Signature]</i>	9469 S Powerline Rd
6. Ivy Harness	<i>[Signature]</i>	9469 S. Powerline Rd
7.		
8.		
9.		

10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

NEIGHBORHOOD MEETING CERTIFICATION:

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accordance with Canyon County Zoning Ordinance § 07-01-15.

APPLICANT/REPRESENTATIVE (Please print):

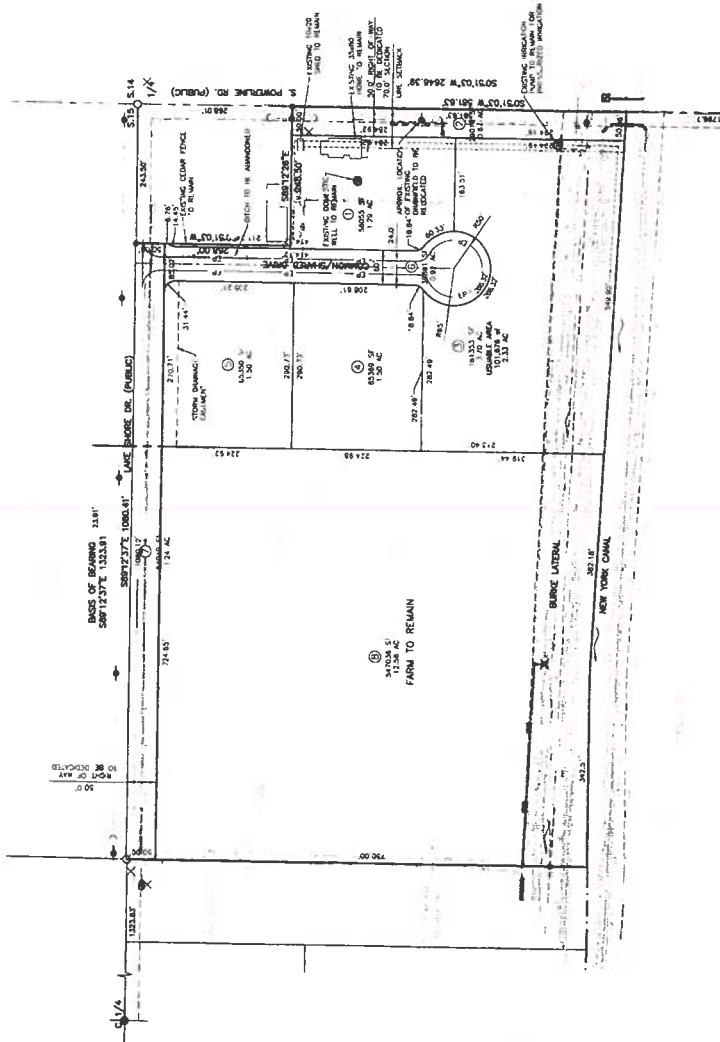
DAN LARDIE

APPLICANT/REPRESENTATIVE (Signature):



DATE: 08 / 29 / 22

EXTRAC ZONING.....	AC
PROPOSED ZONING.....	NOR
BUILDABLE LOT %.....	6
ACR IN LOTS.....	0
ACR IN LOTS.....	0
RIGHT OF WAY/ROADWAY LOTS.....	3
TOTAL AREA.....	23.37 AC
BUILDABLE AREA.....	3.0 AC
RIGHT OF WAY AREA.....	7.83 AC
COMMON AREA.....	0 AC
COMMON LOT SIZE.....	1.79 AC
PROPOSED LOTS ACROSS.....	0
AVERAGE BUILDABLE LOT AREA.....	3.00 AC

[illegible][illegible]

SITE MAP

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[illegible]

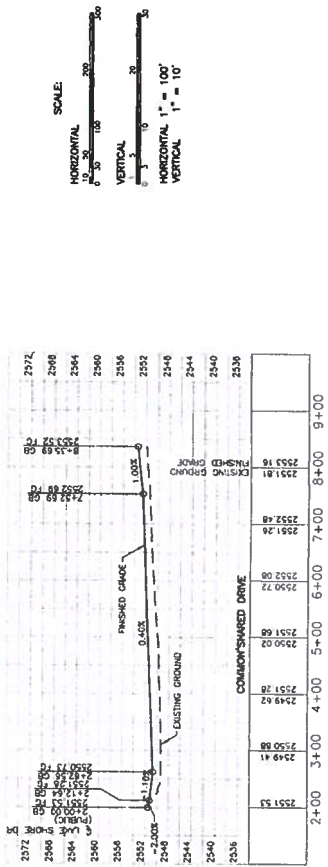


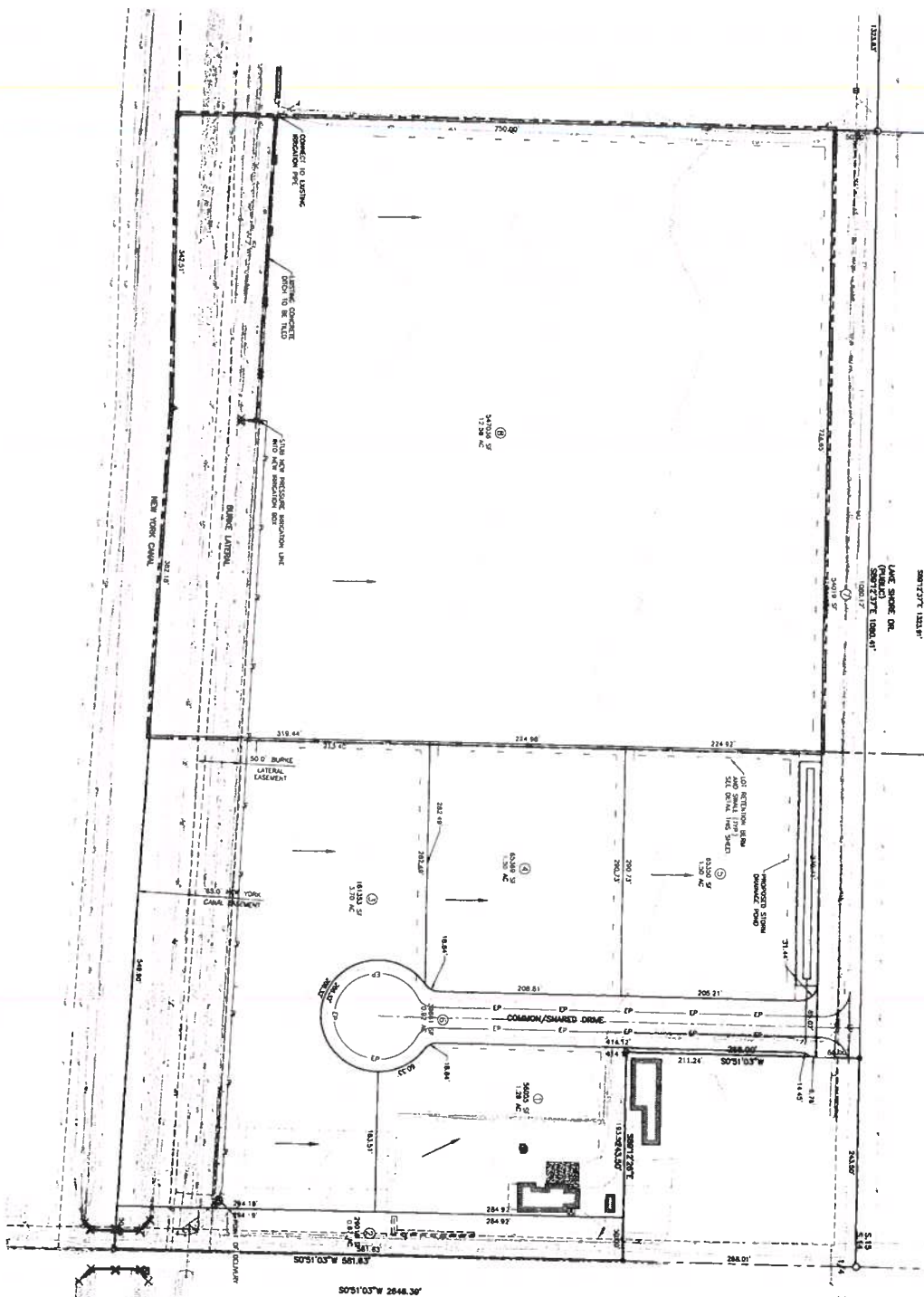
DEMBI ESTATES
PRELIMINARY DESIGN PROFILES

DEMBI ESTATES
Nampa, IDAHO
DEMBO COSTA
8027 LAKE SHORE DRIVE
Nampa, IDAHO 83606
PHC 81467-7706

NO.	DATE	BY	DL	REVISIONS
1	07/22/23			NEW CONCEPTUAL LAYOUT
2				
3				
4				
5				
6				
7				
8				
9				
10				


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SCALE: 1" = 60'

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OF LEAMT & ASSOCIATES ENGINEERS, INC.

C		07/23/22	DL	NEW CONCEPTUAL LAYOUT
		No	DATE	
				DESCRIPTION
				REVISIONS

DEMBI ESTATES
NAMPA, IDAHO
OWNER/DEVELOPER
DEMBI COSTEA
8027 LAKE SHORE DRIVE
IDAHO, 83686
(208) 467-7706

**DEMBI ESTATES
IRRIGATION AND
DRAINAGE PLAN**

Designed By	Drawn By	Checked By	Job Number	Delivery Date
DL	DL	JRC	SD092.001	09/16/22



**LEAVITT & ASSOCIATES
ENGINEERS, INC.**

**STRUCTURAL * CIVIL
SURVEYING**

1324 FIRST STREET SOUTH NAMPA IDAHO 83651
PHONE (208)463-0333/463-7676 FAX (208)463-0010



Structural / Civil / Materials Handling / Planners / Surveyors

June 1, 2021

Canyon County Planning and Zoning Commission
111 North 11th Ave. #140
Caldwell, Idaho 83605

RE: Dembi Estates Subdivision, Rezone and Preliminary Plat

Dear Planning and Zoning Commissioners,

We are requesting rezone and preliminary plat approval for Dembi Estates. Dembi estates is currently a small agricultural parcel consisting of 23.3 acres with one existing residence zoned AG. We are requesting rezone to R-1 with 16 residential lots and a density of 0.68 lots/acre and an average lot size of 1.10 acres.

Dembi Estates will be accessed from Lake Shore Drive with 1 new proposed public road and the other an improved existing private shared driveway. This project is estimated to generate approximately 143 ADT (average daily trips). Each residential lot will be served by a private well and septic system. This property is within the Nitrate Priority area and a Nutrient Pathogen study level 1 has been commissioned and performed. This study has been submitted for approval by Department of Environmental Quality and Southwest District Health. This study does support the site density shown on the site plan with some nitrate reducing required for some of the lots. Pressurized irrigation will be supplied via an existing irrigation well located at the southeast corner of the property. The existing concrete ditch will be tiled to continue to carry surface water to downstream users. The roadway will be dedicated to Nampa Highway District NO. 1 and will follow their standards for construction and storm drainage disposal. We are requesting that the 35'x 80' home remain. This property is being surrounded by proposed residential development.

Neighborhood meeting notices were mailed to neighbors within 600 feet of the property on February 4, 2021 and the meeting was conducted on site February 17, 2021. We did receive correspondence prior to the meeting. This correspondence and a meeting summary are attached. Approximately 14 people were in attendance representing 8 neighbors.

We respectfully request the approval of the rezone and preliminary plat for Dembi Estates Subdivision.

Kind Regards,

Dan Lardie

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1324 1st Street So., Nampa, ID 83651
208.463.0333 Fax: 208.463.9040
leavittengineers.com

PRELIMINARY PLAT SUBMITTAL LIST

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS CHECKLIST:

<input checked="" type="checkbox"/> Master Application completed and signed
<input checked="" type="checkbox"/> Irrigation Plan
<input checked="" type="checkbox"/> Detailed letter fully describing the request or project, include total number of lots, buildable lots, open space lots, size of lots, improvements and how you will mitigate adverse impacts
<input checked="" type="checkbox"/> Subdivision Worksheet
<input checked="" type="checkbox"/> Private Road Name application (if internal roads are private)
<input checked="" type="checkbox"/> Easement reduction application (if requesting an easement width less than 60 feet)
<input checked="" type="checkbox"/> Preliminary Drainage Plan
<input checked="" type="checkbox"/> Preliminary Irrigation Plan
<input checked="" type="checkbox"/> Preliminary Grading plan
<input checked="" type="checkbox"/> Copy of Preliminary Plat
<input checked="" type="checkbox"/> Deed or evidence of property interest to all subject properties.
<input checked="" type="checkbox"/> \$1440 + \$10/lot + \$100 (if in a city area of impact) non-refundable fee

NOTES:

1. After the plat is reviewed and found to be in compliance, an **additional five (5) copies and one electronic version of the final plat** shall be submitted.
2. It is highly recommended you approach Idaho Department of Water Resources and Southwest District Health to have a pre-application regarding your proposed development meeting prior to submittal to this department.

PROCESS: PUBLIC HEARING



Lot Book Report – Full Search

File No.: 763290

Reference No.:

TITLE

13 PGS

1. Effective Date: March 18, 2021 7:30AM
2. The estate or interest in the land described or referred to in this Lot Book Report is:
FEE SIMPLE

3. Title to the estate or interest in the land is at the Effective Date vested in:
Costea Dembi and Elizabeth Dembi, husband and wife

4. The land referred to in this Lot Book Report is described as follows:

A portion of the Northeast Quarter of the Southeast Quarter of Section 15, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said Northeast Quarter of the Southeast Quarter; thence North 89° 12'17" West along the North boundary of said Northeast Quarter of the Southeast Quarter a distance of 243.50 feet to the TRUE POINT OF BEGINNING; thence South 0° 50'58" West parallel with the East boundary of said Northeast Quarter of the Southeast Quarter a distance of 268.00 feet; thence South 89° 12'17" East parallel with the North boundary of said Northeast Quarter of the Southeast Quarter a distance of 243.50 feet to a point on the East boundary of said Northeast Quarter of the Southeast Quarter; thence South 0° 50'58" West along said East boundary a distance of 581.64 feet to a point on the centerline of the New York Canal; thence traversing said centerline as follows:
North 86° 18'32" West a distance of 982.14 feet;
North 89° 12'07" West a distance of 342.51 feet; thence leaving said centerline and bearing North 0° 49'07" East along the West boundary of said Northeast Quarter of the Southeast Quarter a distance of 800.00 feet to a point on the North boundary of said Northeast Quarter of the Southeast Quarter; thence South 89° 12'17" East along said North boundary a distance of 1080.37 feet to the TRUE POINT OF BEGINNING.

File No.: 763290

Reference No.:

Special Exceptions:

1. General taxes for the year 2019, which are liens, in the original sum of \$1,880.78, are now delinquent, plus penalty and interest.
Parcel No.: 29570011 0
2. General taxes for the year 2020, which are liens, in the original sum of \$1,791.50, of which the first half became delinquent on December 20, 2020 plus penalty and interest, and the second half of which will not become delinquent until June 20, 2021
Parcel No.: 29570011 0

NOTE: The above taxes reflect a Home Owners Exemption.

3. General taxes for the year 2021, which are liens and are not yet due and payable.
Parcel No.: 29570011 0
4. Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.
District: Nampa & Meridian Irrigation District
Ph: (208) 466-7861
No search made.
5. Reservations in United States Patent or State Deeds.
6. Rights and claims in and to those portions of said premises lying within the right of ways of ditches, canals, laterals, and roads, including but not limited to Lake Shore Drive on the North boundary and Powerline Road along the East boundary and New York Canal along the South boundary.
7. Matters disclosed by Record of Survey
Recorded: October 4, 2000
Instrument No.: 200034651
8. An easement with maintenance affecting the portion of said premises and for the purposes stated herein, and incidental purposes, as disclosed in instrument or by action herein set forth.
For: Irrigation Water
in favor of: Allen Bros., Inc.
disclosed: Easement Agreement
recorded: October 30, 2000
instrument no.: 200037957
affects: See attached copy for exact location.

9. Deed of Trust to secure an indebtedness of \$200,000.00 and a certain revolving loan agreement of even date by which the aforementioned beneficiary is obligated to made loans and advances up to and any other amounts as therein provided.

Dated: August 26, 2020

Grantor: Costea Dembi and Elizabeth Dembi, husband and wife

Trustee: Pioneer Title Company

Beneficiary: Idaho Central Credit Union

Recorded: August 31, 2020

Instrument No.: 2020-049509

Note: No legal was attached to the deed of trust upon recording.

Said instrument was re-recorded

Re-Recorded: August 20, 2020

Instrument No.: 2020-049743

10. A Deed of Trust to secure an indebtedness of \$200,000.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.

Dated: August 26, 2020

Grantor: Costea Dembi and Elizabeth Dembi, husband and wife

Trustee: Pioneer Title Company

Beneficiary: Idaho Central Credit Union

Recorded: October 8, 2020


Instrument No.: 2020-058840

Note: Noted as a re-recording, however no original recording present.

End of Exceptions

No liability beyond the amount paid for this report is assumed hereunder, and Pioneer Title is not responsible beyond the amount paid for any errors and omissions contained herein. If you wish additional assurances, please contact Pioneer Title for further information as to the availability and cost of additional protection.

Pioneer Title Company of Canyon County

by: 

Hope R. Hasriter

Canyon County, Idaho

generated on 3/10/2021 2:03:31 PM EST

Parcel Number	Site Address	Current Total Assessed Value
29570011 0	8027 LAKE SHORE DR, NAMPA	\$326,700

Owner Name	Owner Information
Mailing Address	DEMBI COSTEA DEMBI ELIZABETH
	8027 LAKE SHORE DR
	NAMPA ID 83686
Transfer Date	
Document #	
Deed Book/Page	

	Location / Description
Tax District	016-00
Legal Desc.	15-2N-2W SE TX 00643 IN NESE
Parcel Situs Address	8027 LAKE SHORE DR, NAMPA
Deeded Acreage	23.4200

Parcel Type
Property Class Code
131 Res Impr on Cat 10
Neighborhood Code
220000

	Assessment Information
Current Land Value	\$122,700
Current Imp. Value	\$204,000
Current Total Assessed Value	\$326,700
Commercial Land	\$0
Commercial Imp.	\$0
Commercial Total	\$0
Dwelling Value	\$200,300
Farmland Value	\$0
Residential Land	\$0
Residential Imp.	\$0
Residential Total	\$0
Non-Res Land	\$0
Non-Res Imp.	\$0
Non-Res Total	\$0
Classified Land Value	\$0
Homesite Value	\$0
Adjustment Factor	0.00
Average Value / Acre	\$0
Appraisal Date	10/12/2018
Reason For Change	02
Prior Land Value	\$108,020
Prior Imp. Value	\$191,900

Canyon County, Idaho

generated on 3/10/2021 2:03:17 PM EST

Last Update: 3/10/2021

Details

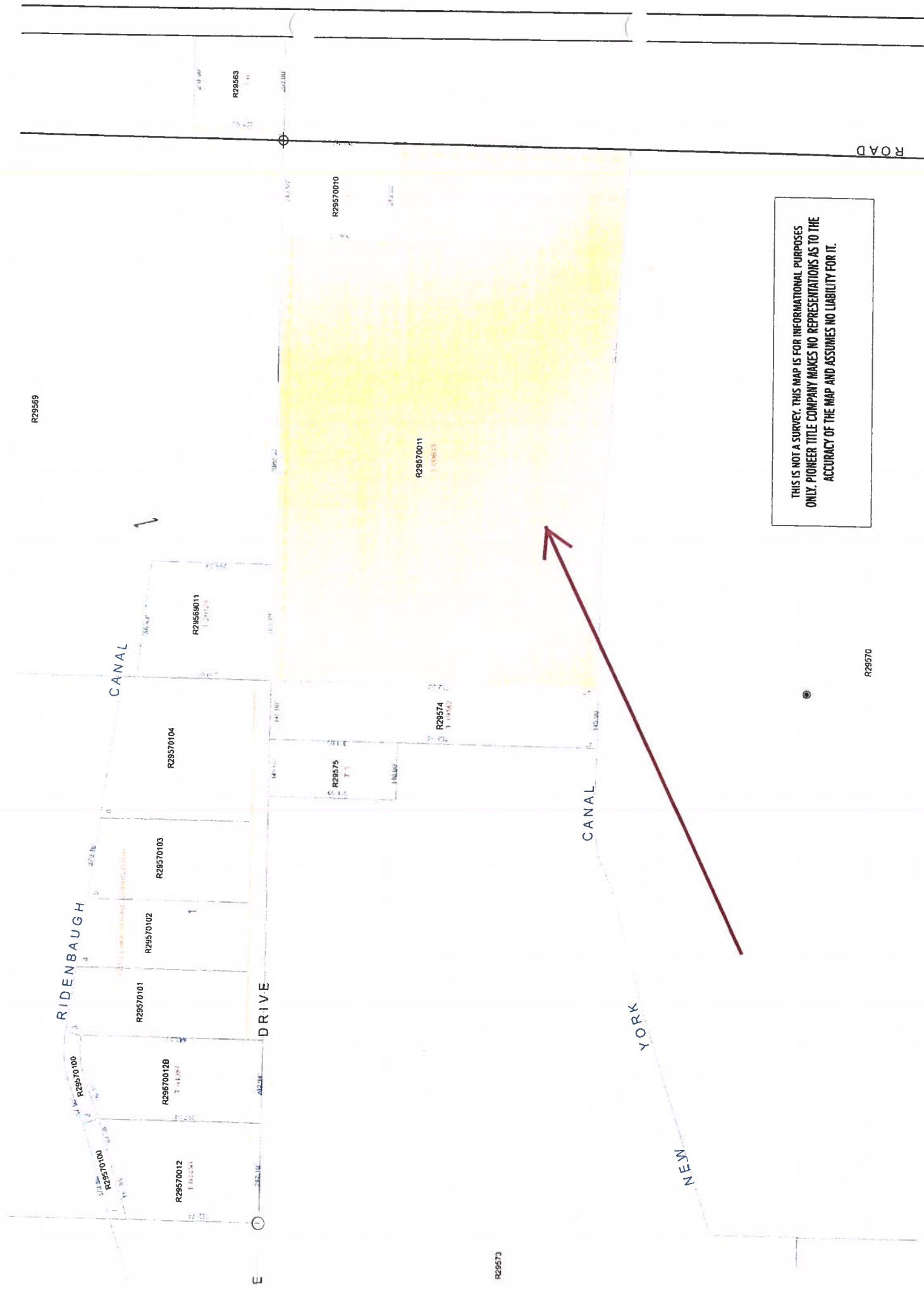
PIN	AIN	Tax Roll	Tax Year	Bill Number				
29570011 0	02N02W151350	Real Property	2020	2020139112				
Current Owner DEMBI COSTEA 8027 LAKE SHORE DR NAMPA ID 83686		Situs 8027 LAKE SHORE DR						
Owner of Record DEMBI COSTEA		Legal Description 15-2N-2W SE TX 00643 IN NESE						
Lender		TAG 016-00						
Authority		Assessment Information						
		Exempt	Taxable	Rate	Gross	Credits	Net Tax	Savings
112 PEST CONTROL								
PEST CONTROL		100,000	226,700	0.000025992	5.89	0.00	5.89	2.60
653 AMBULANCE DISTRICT								
AMBULANCE DISTRICT		100,000	226,700	0.000173016	39.22	0.00	39.22	17.30
JUDGMENT 63-1305		100,000	226,700	0.000000591	0.13	0.00	0.13	0.06
668 MOSQUITO ABATEMENT								
MOSQUITO ABATEMENT		100,000	226,700	0.00015653	35.49	0.00	35.49	15.65
690 NAMPA HWY DIST #1								
JUDGMENT 63-1305		100,000	226,700	0.00000562	1.27	0.00	1.27	0.56
NAMPA HWY DIST #1		100,000	226,700	0.000945762	214.40	0.00	214.40	94.58
716 UPPER DEER FLAT FIRE								
UPPER DEER FLAT FIRE		0	226,700	0.000301535	68.36	0.00	68.36	0.00
762 NAMPA SCHOOL DIST #131								
NAMPA SCHOOL DIST #131-BOND		100,000	226,700	0.001141663	258.82	0.00	258.82	114.17
NAMPA SCHOOL DIST #131-OTHER		100,000	226,700	0.000053153	12.05	0.00	12.05	5.32
NAMPA SCHOOL DIST #131-SUPPLEMENTAL NO TIF		100,000	226,700	0.001814167	411.27	0.00	411.27	181.42
775 COLLEGE OF WESTERN IDAHO								
COLLEGE OF WESTERN IDAHO		100,000	226,700	0.000124266	28.17	0.00	28.17	12.43
JUDGMENT 63-1305		100,000	226,700	0.000000027	0.01	0.00	0.01	0.00
998 CANYON COUNTY								
ASSESSORS REAPPRAISAL		100,000	226,700	0.000193225	43.80	0.00	43.80	19.32
CHARITY		100,000	226,700	0.000465496	105.53	0.00	105.53	46.55
COUNTY FAIR		100,000	226,700	0.00005826	13.21	0.00	13.21	5.83
CURRENT EXPENSE		100,000	226,700	0.000960252	217.70	0.00	217.70	96.03
DISTRICT COURT		100,000	226,700	0.000257633	58.41	0.00	58.41	25.76
HEALTH DISTRICT		100,000	226,700	0.000061481	13.94	0.00	13.94	6.15
HISTORICAL SOCIETY		100,000	226,700	0.000002108	0.48	0.00	0.48	0.21
JUDGMENT 63-1305		100,000	226,700	0	0.00	0.00	0.00	0.00
JUSTICE		100,000	226,700	0.001053361	238.80	0.00	238.80	105.34
PARKS & RECREATION		100,000	226,700	0.00004655	10.55	0.00	10.55	4.66
TORT		100,000	226,700	0.00004977	11.28	0.00	11.28	4.98
WEED CONTROL		100,000	226,700	0.000012003	2.72	0.00	2.72	1.20
Total Net Tax							1,791.50	

3/10/2021

Canyon County, Idaho

Installment					
Period	Due Date	Tax	Penalty/Fee	Interest	Total Due
First	12/20/2020	\$895.75	\$17.91	\$20.73	\$934.39
Second	6/20/2021	\$895.75	\$0.00	\$0.00	\$895.75
				PayInFull	\$1,830.14

Delinquent Taxes				
Tax Year	Amount	Penalty/Fees	Interest	Total
2019	\$1,880.78	\$37.62	\$274.36	\$2,192.76
			Total	\$2,192.76



THIS IS NOT A SURVEY. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. PIONEER TITLE COMPANY MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF THE MAP AND ASSUMES NO LIABILITY FOR IT.

R29570

WHEN RECORDED, MAIL TO
Idaho Central Credit Union
4400 Central Way
Chubbuck, ID 83202

2020-049509	
RECORDED	
08/31/2020 11:02 AM	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=6 HCRETAL	\$45.00
TYPE: MTG D OF T	
IDAHO CENTRAL CREDIT UNION	
ELECTRONICALLY RECORDED	

SPACE ABOVE THIS LINE FOR RECORDER'S USE

REVOLVING CREDIT DEED OF TRUST

THIS DEED OF TRUST CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST.

THIS DEED OF TRUST ("Security Instrument") is made on 08/26/2020. The Grantor is Costea Dembi and Elizabeth Dembi, husband and wife

("Borrower"). The Trustee is PIONEER TITLE COMPANY ("Trustee"). The Beneficiary is Idaho Central Credit Union, a corporation organized and existing under the laws of United States Federal Credit Union Act, whose address is PO Box 2469, Pocatello, ID 83206 ("Lender").

IN CONSIDERATION of the indebtedness herein recited and the trust herein created:
TO SECURE to Lender:

- (1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Security Instrument, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Security Instrument. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed _____

(\$200,000.00). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. On the Final Payment Date, 10 years from the date of this Security Instrument, the entire indebtedness under the Credit Agreement, if not paid earlier, is due and payable.

- (2) The payment of all other sums advanced in accordance herewith to protect the security of this Security Instrument, with finance charges thereon at a rate which may vary as described in the Credit Agreement.
- (3) The performance of Borrower's covenants and agreements under this Security Instrument and under the Credit Agreement.

BORROWER irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Canyon, State of Idaho:

See Exhibit A attached hereto and made a part hereof.

which has the address of 8027 Lake Shore Dr

Nampa (Street), Idaho 83686 (herein "Property Address");
(City) (Zip Code)

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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Security Instrument; and all of the foregoing, together with said property (or the leasehold estate if this Security Instrument is on a leasehold) are hereinafter referred to as the "Property".

Complete if applicable:

This Property is part of a condominium project known as _____

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.

This Property is in a Planned Unit Development known as _____

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

2. Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Security Instrument are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Security Instrument, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Security Instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be paid to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Security Instrument.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Security Instrument, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Security Instrument. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Security Instrument.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Security Instrument. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security

Instrument by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Security Instrument, but does not execute the Credit Agreement, (a) is co-signing this Security Instrument only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Security Instrument, (b) is not personally liable under the Credit Agreement or under this Security Instrument, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Security Instrument or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Security Instrument as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice by First Class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by First Class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Security Instrument shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Security Instrument. In the event that any provision or clause of this Security Instrument or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Prior Mortgage or Deed of Trust; Modification; Future Advance. Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Security Instrument by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. Borrower's Copy. Borrower shall be furnished a copy of the Credit Agreement and of this Security Instrument at the time of execution or after recordation hereof.

16. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. Waiver of Homestead Exemption. To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Security Instrument.

18. Waiver of Statutes of Limitation. To the extent permitted by law, Borrower hereby waives statutes of limitation as a defense to any demand or obligation secured by this Security Instrument.

19. Merger. There shall be no merger of the interest or estate created by this Security Instrument with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

20. Notice of Transfer of the Property; Advances after Transfer. Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Security Instrument unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

21. Transfer of the Property. Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

22. **Default; Termination and Acceleration; Remedies.** Each of the following events shall constitute an event of default ("event of default") under this Security Instrument: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Security Instrument or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Security Instrument. If an event of default occurs, then prior to exercising any right or remedy provided for in this Security Instrument and prior to acceleration, Lender shall give notice as provided in paragraph 12 hereof and as required by applicable law. The notice shall specify: (a) the event of default; (b) the action required to cure the event of default; (c) a date not less than ten days (or any longer period required by applicable law) from the date the notice is given to Borrower by which the event of default must be cured; (d) that failure to cure the event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property; and (e) any other information required by applicable law. The notice shall further inform Borrower of the right to reinstate after acceleration, if applicable, and the right to bring a court action to assert the nonexistence of a event of default or any other defense of Borrower to acceleration and sale. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, without further notice or demand, may declare default, may declare all sums secured by this Security Instrument to be immediately due and payable, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 22, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Trustee shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any time.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

23. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (i) five days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument or (ii) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which would then be due under this Security Instrument and the Credit Agreement had no acceleration occurred; (b) cures all other events of default; (c) pays all reasonable expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 21.

24. **Reconveyance.** This Security Instrument secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. When, according to the terms of the Credit Agreement, no more advances will be made, and Borrower has paid all sums secured by this Security Instrument (or earlier if required by applicable law), Lender shall request Trustee to reconvey the Property and shall surrender the Credit Agreement to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. To the extent permitted by law, Lender may charge such persons a fee for such discharge, and may require them to pay costs of recordation, if any.

25. **Substitute Trustee.** Lender may from time to time in Lender's discretion remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

26. **Area and Location of Property.** This Property is (a) located within an incorporated city or village; (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods; or (c) not more than 40 acres, regardless of its use or location.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

DocuSigned by:
 X [Signature]
 401BA6838D9D403
 Costea Dembi

Borrower

DocuSigned by:
 X [Signature]
 F72AA0973AF400
 Elizabeth Dembi

Borrower

X _____

Borrower

X _____

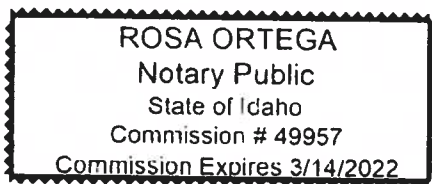
Borrower

STATE OF IDAHO, _____ Canyon _____ County ss:

On this 26th day of August, 2020, before me, Rosa Ortega,
 personally appeared Costea Dembi, a Notary Public in and for said county and state,
Elizabeth Dembi

_____ : known or proved to me to be the person(s) executed
 the foregoing instrument, and acknowledged to me that they executed the same.

In witness whereof I hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Rosa Ortega
 0F6010FE7E7E4AF
 Notary Public residing at Nampa ID 83686
 My Commission expires: 3/14/2022

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the Credit Agreement secured by this Security Instrument. All indebtedness secured by this Security Instrument, has been paid in full. You are hereby directed to cancel the Credit Agreement and this Security Instrument, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Security Instrument to the person or persons legally entitled thereto.

Date: _____

11100245-EID92-C-1-032618

Canyon County Development Services
111 N. 11th Ave. Room 140, Caldwell, ID 83605
(208) 454-7458

Building Division Email: buildinginfo@canyonco.org

Planning Division Email: zoninginfo@canyonco.org

Receipt Number: 59205

Date: 6/11/2021

Date Created: 6/11/2021

Receipt Type: Normal Receipt

Status: Active

Customer's Name: Costea Dembi

Comments:

CHARGES

<u>Item Being Paid For:</u>	<u>Application Number:</u>	<u>Amount Paid:</u>	<u>Prevs Pymnts:</u>	<u>Unpaid Amnt:</u>
Planning - Conditional Rezone with Development Agreement	CR2021-0006	\$1,235.00	\$0.00	\$0.00
Planning - Preliminary Plat (Including Irrigation, Drainage, Grading Plans)	SD2021-0032	\$1,440.00	\$0.00	\$0.00
Planning - Preliminary Plat Additional Per Lot Fee (Per Application)	SD2021-0032	\$190.00	\$0.00	\$0.00

Sub Total: \$2,865.00

Sales Tax: \$0.00

Total Charges: \$2,865.00

PAYMENTS

<u>Type of Payment:</u>	<u>Check/Ref Number:</u>	<u>Amount:</u>
Check	353543	\$1,630.00
Check	354302	\$1,235.00

Total Payments: \$2,865.00

ADJUSTMENTS

Receipt Balance: \$0.00

SUBDIVISION WORKSHEET

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



GENERAL

1. **HOW MANY LOTS ARE YOU PROPOSING?**
Residential 16 Non-buildable 2 Common 2
2. **AVERAGE LOT SIZE OF THE RESIDENTIAL PARCELS**
1.10 ACRES

IRRIGATION

1. **IRRIGATION WATER IS PROVIDED VIA:**
☐ Irrigation Well ☒ Surface Water
2. **WHAT PERCENTAGE OF THE PROPERTY HAS WATER?** 100 %
3. **HOW MANY INCHES OF WATER ARE AVAILABLE TO PROPERTY?** _____
4. **HOW DO YOU PLAN TO RETAIN STORM AND EXCESS WATER ON EACH LOT?**
Individual lot perimeter berms and swales

5. **HOW DO YOU PLAN TO PROCESS STORM WATER / EXCESS IRRIGATION WATER PRIOR TO IT ENTERING THE ESTABLISHED DRAINAGE SYSTEM?**

ROADS

1. **ROADS WITHIN THE DEVELOPMENT WILL BE:**
☒ Public ☐ Private ☐ N/A

* Private Road names must be approved by the County and the private road application submitted with the Preliminary Plat*

HILLSIDE DEVELOPMENT

1. **OF THE TOTAL LOTS REQUESTED, HOW MANY OF THE LOTS WILL CONTAIN SLOPES GREATER THAN 15%?**
Residential 0 Non-Buildable 0 Common 0
2. **WILL THE PROPOSED ROAD (S) BE LOCATED WITHIN ANY AREA THAT HAS SLOPES GREATER THAN 15%?**
☐ YES ☒ NO

*If YES, a grading plan is required.

SUBDIVISION WORKSHEET

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



SUBDIVISIONS WITHIN AN AREA OF CITY IMPACT

1. WILL YOU BE REQUESTING WAIVERS OF SUBDIVISION IMPROVEMENT REQUIREMENTS FROM THE CITY?
☐ YES ☒ NO
2. IF YES, WHICH WAIVERS WILL YOU BE REQUESTING?
☐ CURBS ☐ GUTTERS ☐ SIDEWALKS ☐ STREETLIGHTS ☐ LANDSCAPING

IRRIGATION PLAN APPLICATION

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



Applicant(s) Costea Dembi [REDACTED]
Name 8027 Lake Shore Drive Daytime Telephone Number Nampa, Idaho 83651
Street Address City, State Zip

Representative Name Dan Lardie 208-463-0333 dl@leavittengineers.com
Daytime Telephone Number / E-mail Address
1324 1st Street South Nampa, Idaho 83651
Street Address City, State Zip

Location of Subject Property: S. Powerline and Lake Shore Drive Nampa
Two Nearest Cross Streets or Property Address City

Assessor's Account Number(s): R 2957001100 Section 15 Township 2N Range 2W

This land:

- ☒ Has water rights available to it.
☐ Is dry and has no water rights available to it. If dry, please sign this document and return to the Development Services Department representative from whom you received it.

Idaho Code 31-3805 states that when all or part of a subdivision is "located within the boundaries of an existing irrigation district or canal company, ditch association, or like irrigation water delivery entity ... **no subdivision plat or amendment to a subdivision plat or any other plat or may recognized by the city or county for the division of land will be accepted, approved, and recorded unless:**"

- a. The appropriate water rights and assessment of those water rights have been transferred from said lands or excluded from an irrigation entity by the owner; or
- b. The owner, person, firm, or corporation filing the subdivision plat or amendment to a subdivision plat or map has provided underground tile or conduit for lots of one (1) acre or less, or a suitable system for lots of more than one (1) acre which will deliver water to those land owners within the subdivision who are also within the irrigation entity with the appropriate approvals:
 1. For proposed subdivisions located within negotiated area of city impact, both city and county zoning authorities must approve such irrigation system in accordance with Idaho Code Section 50-1306. In addition, the irrigation entity charged with the delivery of water to said lands must be advised regarding the irrigation system.

2. For proposed subdivisions outside of negotiated areas of city impact, the delivery system must be approved by the Planning and Zoning Commission and the Board of County Commissioners with the advice of the irrigation entity charged with the delivery of water to said lands.

To better understand your irrigation request, we need to ask you a few questions. A list of the map requirements follows the short questionnaire. **Any information missing information may result in the delay of your request before the Planning and Zoning Commission and ultimately the approval of your irrigation plan by the Board of County Commissioners.**

1. Are you within an area of negotiated City Impact? _____ Yes ☒ No
If yes, please include a copy of approvals by the City Planning & Zoning Commission and City Council of your Irrigation Plan.

2. What is the name of the irrigation and drainage entities servicing the property?

Irrigation: Nampa & Meridian Irrigation District

Drainage: _____

3. How many acres is the property being subdivided? 23.3

4. What percentage of this property has water? 100%

5. How many inches of water are available to the property? _____

6. How is the land currently irrigated? ☒ Surface ☐ Irrigation Well
☐ Sprinkler ☐ Above Ground Pipe ☐ Underground Pipe
7. How is the land to be irrigated after it is subdivided? ☐ Surface ☐ Irrigation Well
☐ Sprinkler ☐ Above Ground Pipe ☐ Underground Pipe

8. Please describe how the head gate/pump connects to the canal and irrigated land and where ditches and/or pipes go.

9. Are there irrigation easement(s) on the property? ☒ Yes ☐ No

10. How do you plan to retain storm and excess water on each lot?

Individual perimeter lot berms and swales

11. How do you plan to remove the storm water /excess irrigation water prior to it entering the established drainage system? (i.e. oil, grease, contaminated aggregates)

Roadway storm water will be conveyed via roadside swale to an infiltration facility with a sand filter.

IRRIGATION PLAN APPLICATION

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



Applicant(s) Costea Dembi [REDACTED]

Name	Daytime Telephone Number	
<u>8027 Lake Shore Drive</u>	<u>Nampa, Idaho</u>	<u>83651</u>
Street Address	City, State	Zip

Representative Name Dan Lardie 208-463-0333 dl@leavittengineers.com

Daytime Telephone Number / E-mail Address	
<u>1324 1st Street South</u>	<u>Nampa, Idaho</u> <u>83651</u>
Street Address	City, State Zip

Location of Subject Property: S. Powerline and Lake Shore Drive Nampa

Two Nearest Cross Streets or Property Address	City
---	------

Assessor's Account Number(s): R 2957001100 Section 15 Township 2N Range 2W

This land:

- ☒ Has water rights available to it.
- ☐ Is dry and has no water rights available to it. If dry, please sign this document and return to the Development Services Department representative from whom you received it.

Idaho Code 31-3805 states that when all or part of a subdivision is "located within the boundaries of an existing irrigation district or canal company, ditch association, or like irrigation water delivery entity ... no subdivision plat or amendment to a subdivision plat or any other plat or may recognized by the city or county for the division of land will be accepted, approved, and recorded unless:"

- a. The appropriate water rights and assessment of those water rights have been transferred from said lands or excluded from an irrigation entity by the owner; or
- b. The owner, person, firm, or corporation filing the subdivision plat or amendment to a subdivision plat or map has provided underground tile or conduit for lots of one (1) acre or less, or a suitable system for lots of more than one (1) acre which will deliver water to those land owners within the subdivision who are also within the irrigation entity with the appropriate approvals:
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===== Applicant Acknowledgement =====

I, the undersigned, agree that prior to the Development Services Department accepting this application I am responsible to have all of the required information and site plans.

I further acknowledge that the irrigation system, as approved by the Planning and Zoning Commission and ultimately the Board of County Commissioners, must be bonded and/or installed prior the Board's signature on the final plat.

Signed:  Date: 10 / 26 / 2022
Property Owner (Application Submitted)

Signed: _____ Date: ____/____/____
Applicant/Representative (if not property owner) (Application Submitted)

Accepted By: _____ Date: ____/____/____
Director / Staff

Irrigation Plan Map Requirements

The irrigation plan **must be on a scalable map** and show all of the irrigation system including all supply and drainage structures and easements. Please include the following information on you map:

- 1 ☐ All canals, ditches, and laterals with their respective names.
- 2 ☐ Head gate location and/or point of delivery of water to the property by the irrigation entity.
- 3 ☐ Rise locations and types, if any.
- 4 ☐ Easements of all private ditches that supply adjacent properties (i.e. supply ditches and drainage ways).
- 5 ☐ Slope of the property in various locations.
- 6 ☐ Direction of water flow (use short arrows → on your map to indicate water flow direction).
- 7 ☐ Direction of wastewater flow (use long arrows -----→ on you map to indicate wastewater direction).
- 8 ☐ Location of drainage ponds or swales, anywhere wastewater will be retained on the property.
- 9 ☐ Other information: _____

Also, provide the following documentation:

- ☐ Copy of any water users' association / agreement (s) that are currently in effect, which outlines water schedules and maintenance responsibilities.